PRO SE APPELLANT:

CHRISTOPHER A. VEBERT, SR.
Plainfield, Indiana

IN THE
COURT OF APPEALS OF INDIANA

CHRISTOHER A. VEBERT, SR.,	)	
	)	
Appellant-Plaintiff,	)	
	)	
vs.	)	No. 02A03-0606-CV-250
	)	
ATASHIA LYNN WILDEY,	)	
	)	
Appellee-Defendant.	)	

APPEAL FROM THE ALLEN CIRCUIT COURT
The Honorable Brian D. Cook, Magistrate
Cause No. 02D01-0604-SC-6982

July 23, 2007

MEMORANDUM DECISION - NOT FOR PUBLICATION

VAIDIK, Judge

Case Summary

Christopher A. Vebert, Sr. ("Vebert"), acting *pro se*, appeals the small claims court's ("the trial court") negative judgment against him regarding his entitlement to a diamond ring or its monetary equivalent. Verbert alleges that he gave Atashia Lynn Wildey ("Wildey") a diamond ring accompanied by proposal of marriage and that the parties agreed Wildey would return the ring to Vebert if they ended their relationship prior to marriage. The trial court concluded that Vebert failed to carry his burden of proof in showing that he was entitled to the return of any engagement ring. Because we find that that the trial court's judgment was not contrary to law, we affirm.

Facts and Procedural History

While incarcerated on April 7, 2006, Vebert, *pro se*, filed a Notice of Claim with the trial court, which provided, "[Wildey] was given [a] gold/diamond [r]ing by [Vebert], which [Wildey] agreed to return but failed to do so. [Vebert] demands the [judgment] against [Wildey] for $250.00." Appellant's Br. p. 7. Before the trial court held a hearing on the issue, Vebert moved for and was denied transport to the hearing, but the trial court granted him permission to appear telephonically. Vebert also presented a signed "receipt" regarding his purchase of the diamond ring, which provided:

> On April 01, 2003, I[,] T[r]ent Goodsen[,] sold a diamond ring to Chris Vebert[,] Sr. for the sum of $250.00. This is a receipt to that fact.
>
> I, Chris Vebert[,] Sr. on April 01, 2003, bought a gold and diamond ring from Trent Goodsen for $250.00. This is a receipt to that fact.

Id. at 44.[1] Wildey then filed, in the form of a letter, a motion for change of venue, which provided, in pertinent part:

> [Vebert] is full of crap[;] he has never bought a ring[,] not a 25¢ one let alone a $250.00 ring . . . He is like a lying[,] th[ie]ving snake. I have also looked into this Trent Goodsen fellow and he doesn't [exist]. [Vebert] signed his name to that so[-]called receipt as well as the [alleged] seller[']s name.

Id. at 41.

The trial court held a hearing on May 19, 2006, where both parties appeared telephonically, and Vebert "explained that there are letters by [Wildey] stating there was in fact a ring [that] had changed hands with the promise of marriage." Appellant's Br. p. 3. Shortly thereafter, the trial court entered the following judgment:

> 1. [Vebert] alleges that he gave [Wildey] a gold diamond ring accompanied by proposal of marriage. [Vebert] further alleges that the parties agreed that if they did not get married and ended the relationship that the ring would be returned. [Wildey] testified that she never received a ring from [Vebert] with any promise of marriage.
>
> 2. [Vebert] failed to carry his burden of proof in showing that he is entitled to the return of any engagement ring.
>
> Judgment for [Wildey] on [Vebert's] claim. Costs waived.

Id. at 16. Vebert now appeals.[2]

Discussion and Decision

On appeal, Vebert argues that the trial court erroneously granted judgment against him on his claim of entitlement to the diamond ring or its purchase price of $250.00.[3]

[1] It is not clear from the record when Vebert filed this document with the trial court.

[2] We hereby reject Vebert's Motion for Reversal that was filed on June 9, 2007.

Because Vebert appeals from a negative judgment, he must demonstrate to this Court that the trial court's judgment is contrary to law. *See Bridgeforth v. Thornton*, 847 N.E.2d 1015, 1028 (Ind. Ct. App. 2006). A judgment is contrary to law only if the evidence in the record, along with all reasonable inferences, is without conflict and leads unerringly to a conclusion opposite that reached by the trial court. *Id*.

Before we address Vebert's contention, we note that Wildey did not file an appellee's brief with this Court. When an appellee fails to submit a brief in accordance with our rules, we need not undertake the burden of developing an argument for the appellee. *Fowler v. Perry*, 830 N.E.2d 97, 102 (Ind. Ct. App. 2005). Indiana courts have long applied a less stringent standard of review with respect to showings of reversible error when an appellee fails to file a brief. *Id*. Thus, we may reverse the trial court if the appellant is able to establish *prima facie* error. *Id*. In this context, *prima facie* is defined as at first sight, on first appearance, or on the face of it. *Id*.

Here, the trial court's judgment was not contrary to law, and Vebert has failed to establish *prima facie* error. Wildey testified during the hearing that she never received a ring from Vebert. Thus, the evidence in the record is not without conflict and does not lead unerringly to a conclusion opposite that of the trial court. The trial court found that Vebert did not carry his burden of proof by presenting evidence of the letters and the signed "receipt." Vebert is simply asking us to reweigh this evidence and to judge the credibility of the witness, which we will not do. *See Eagledale Enters., LLC v. Cox*, 816

[3] In the alternative, Vebert urges this Court to "order a hearing in which [he] be allowed to call witnesses to support his claim." Appellant's Br. p. 5. We note that even though Vebert appeared at the hearing telephonically, he was permitted to call witnesses. *See* Ind. Small Claims Rule 8(B). Vebert has neither alleged nor presented evidence to show that the trial court judge refused to allow Vebert's proposed witnesses. We therefore deny Vebert's request for a new hearing.

N.E.2d 917, 923 (Ind. Ct. App. 2004). Therefore, we affirm the judgment of the trial court.

Affirmed.

SULLIVAN, J., and ROBB, J., concur.